

IN THE COURT OF THE DISTRICT JUDGE, SHIMOGA DIVISION.

Insolvency Application No. 4 of 1929-30.

H. S. Syed Ali Sab, son of Syed Jamal Sab, residing at Chikmagalur. *Petitioner.*
vs.

(1) Mahomed Sadaksab, son of Haji Pascha Miyasab, Coffee Planter,

(2) Mothaji Lakmaji, residents of Chikmagalur. ... *Opponents.*

Whereas the petitioner has applied to this Court, by a petition, dated 24th day of March 1930, to be declared an insolvent under the Mysore Insolvency Regulation, XI of 1925, and your name appears in the list of creditors filed by the aforesaid debtor, this is to give you notice that the Court has fixed the 8th day of September 1930, for the hearing of the aforesaid petition and the examination of the debtor. If you desire to be represented in the matter, you should attend in person or by duly instructed pleader. The particulars of the debt alleged in the petition to be due to you are as follows:—

			Rs.	a.	p.
1st opponent	...	...	15,108	0	0
2nd opponent	...	...	600	0	0

Miscellaneous Case No. 37 of 1929-30.

Whereas an application under the Probate and Administration Regulation for grant of probate of the will or for letters of administration to the estate of Kadapparahya of Uragedur, late of Shimoga, has been made by (1) Seshagiri Jois, (2) Lakshmmamma, (3) Rama Bhatta, (4) Subbalakshmmamma and whereas the 8th day of September 1930, has been fixed for the hearing of this case, notice is hereby given that any person having any interest in the administration of the estate of the said deceased may, if he desire, appear in this court on the said 23rd day of July 1930 and see the proceedings before the grant of probate (or, of letters of administration).

Given under my hand and the seal of the Court, this 5th day of July 1930.

B. R. KRISHNAMACHAR,
District Judge.

BANGALORE DISTRICT.

Notification dated 26th July 1930.

Tenders will be received at the Office of the District Forest Officer, Bangalore District Bangalore, up to 4 p.m., on the 29th August 1930 for the preparation of sandalwood at the Sandal Koti, Bangalore, during the year 1930-31.

N.B.—The approximate quantity of good wood to be prepared is 550 tons which may be increased at the discretion of the District Forest Officer.

2. Tender should be registered, insured and superscribed as "Tender for the preparation of sandalwood at the Bangalore Sandal Koti." The tender should be accompanied by a deposit of Rs. 50 (Rupees fifty) in currency notes. The rate to be quoted should be per ton of wood.

3. The Chief Conservator of Forests reserves to himself the power of accepting or rejecting the lowest tender without assigning any reason therefor.

4. Within 15 days from the date of termination of the fact of acceptance of the tender the successful tenderer shall deposit a security of Rs. 200 inclusive of the initial deposit in clause 2 above in the shape of Mysore Government Savings Bank Account, duly pledged in favour of the District Forest Officer, Bangalore District, and execute an agreement binding himself to observe the following conditions, failing which the deposit paid already will be forfeited and the contract cancelled.

Conditions.

- (a) That he will be bound during the period of contract to supply the required quantity of prepared wood for despatch to the Sandal Oil Factory whenever called upon.
- (b) That in case of failure on his part to furnish the required quantity at the required time, the Officer in charge of the Koti may make separate arrangements for the preparation of the wood, making the contractor liable to pay up the extra cost, if any, that may have to be incurred on account of his default.
- (c) That he will work in the Koti under the strict supervision of the officer in charge of the Koti and at the time fixed by him. The contractor will be liable to the Department for any loss or mischief done by his men while working in the Koti.

- (d) That he should make his own arrangements for tools, etc., required for the preparation work.
- (e) That he should arrange to have the rough wood weighed for issue in the presence of the Koti Ranger for preparation and after preparation is over, the classified wood must be weighed out and stacked classwar in lots.
- (f) That his men do not smoke in the Koti while working and that in case of danger to the sandalwood by fire, the contractor will be liable to the Department for the damages.
- (g) That no advances will be paid to the contractor for the preparation work, but the payment will be made soon after the prepared wood is weighed out at the close of the month by means of a cheque on receipt of bill from the Koti Forester.
- (h) That the contractor shall agree to rounding of payments of his bills into annas and rupees as laid down in G. O. No. Fl. 4683-789—G. F. 85-25-2, dated 18th February 1926.
- (i) That his coolies will submit to the disciplinary measures that may have to be enforced by the Koti Officer during the working hours.
- (j) That, for failure to fulfil all or any of the foregoing conditions, the contractor will be liable for such fine as the District Forest Officer at his discretion may levy and forfeiting of security deposit in part or in full to Government. In the case of mere forfeiture of security deposit amount the difference shall be made good by the contractor immediately. The contract will also be liable for cancellation at the discretion of the District Forest Officer.

Notification dated the 25th July 1930.

Notice is hereby given that sealed tenders will be received at the Office of the District Forest Officer, Bangalore District, Bangalore, up to 4 P.M., on the 29th August 1930, for the collection, rough dressing and carting of dry mature sandalwood and ground hidden roots from all the ranges of the District to Bangalore Sandal Koti during the year 1930-31, as detailed below:—

Serial No.	Name of Range	Minimum quantity to be collected	Remarks
		Tons.	
1	Bangalore	35	
2	Anekāl	20	
3	Kankanhalli	445*	(*Special extraction area 400 other parts of the Range 45)
4	Kabbal	30	
5	Satnur range	40	
6	Closepet	30	
	Total	600	445

1. The contract will be for the period ending with 30th June 1931.
2. Tenders may be submitted either separately for each Range or for any number of Ranges and should specify the rate per ton delivered at Bangalore Sandal Koti.
3. Each tender must be accompanied by a deposit of Rs. 50 (Rupees fifty) for each range in currency notes as earnest money, without which, the tender will be rejected. Cover containing the tender should be addressed to the District Forest Officer, Bangalore, duly registered, insured and superscribed "Tender for the collection and carting of sandalwood and ground hidden roots." Collection includes uprootal, rough dressing and stocking in a place accessible for carts. Separate rates must be given for collection per ton, carting rates should be given per ton per mile. The tenders will be opened by the District Forest Officer on 29th August 1930 at 4-30 P.M. in the presence of such of the tenderers as may be present.
4. The final acceptance of any tender will rest with the Chief Conservator of Forests in Mysore, who does not bind himself to accept the highest or any tender or to assign any reason whatsoever for rejecting the same.
5. The acceptance of any tender will be duly communicated to the successful tenderer and the earnest money of other tenderers will be returned to them.

6. The successful tenderer shall execute a bond on a proper stamped paper embodying terms enumerated below within a week of the receipt of the orders and shall deposit in Government Savings Bank a sum of Rs. 200 as earnest money for the due fulfilment of the terms of the contract. The deposit referred to here shall also include the earnest money referred to in para 4 *supra*, failing which the initial deposit will be forfeited and the contract will be cancelled.

Conditions.

- (a) The collection of dead sandalwood and ground-hidden roots shall be extended to all State Forests, District Forests, Amant Mahal Kavals, assessed and unassessed Government waste lands and to such of Inam, Jodi, Kayamgutta and Sarva-ma villages as of which, the holders are not entitled to the sandalwood either by sanads or judicial decrees.
- (b) With regard to the removal of sandalwood from private holdings, only such of the trees as have been marked by the departmental subordinates shall be removed with the previous written permission of the Range Officer.
- (c) The collection shall be confined to dead, fallen, and decaying sandal trees and to ground hidden roots. On no account shall green and mature trees be uprooted. The axes should not, as far as possible, be used with uprootal and rough preparation of sandalwood.
- (d) The sandalwood uprooted shall be roughly dressed in the jungle leaving a thin layer of less than half an inch of white wood and shall be carted to the kotli. Each consignment to the kotli shall be covered by a passport issued by the departmental subordinates.
- (e) The contractor shall further bind himself to collect and cart two-thirds of the contracted quantity before the end of December 1930 and the balance by the 30th June 1931.
- (f) The successful tenderer shall see that no injury is caused to the State Forests or property situated therein in the course of his operations and in the event of any such occurring through his negligence or of his men, he shall be made liable as per departmental rules.
- (g) Should the collection and carting of sandalwood to the kotli be found unsatisfactory the District Forest Officer will summarily cancel the contract and shall make other arrangements for working out the contracted quantity at the risk of the contractor.
- (h) The contractor shall remove all the sandalwood from the pits, from which the trees have been uprooted.
- (i) For the breach of any or all of the above conditions the contractor shall forfeit the earnest money referred to in para 6 *supra* and the undischarged portion of the money if any, due to him for collection and carting of sandalwood made till the date of default.
- (j) Payment of charges shall be made as per procedure now in vogue upon the production of the kotli receipt for the sandalwood and ground hidden roots received and weighed out in the kotli.
- (k) The contractor shall agree to the rounding of payments of bills into annas and rupee as laid down in Government Order No. Fl. 4683—G. F. 85-25-2, dated 16th February 1926.

Notification dated 26th July, 1930.

Tenders will be received by the District Forest Officer, Bangalore, up to 4 p.m. on the 29th August 1930, for the carting of prepared Sandalwood from the Bangalore Sandal Kotli to Government Sandal Oil Factory, Sankesha Ganga, Bangalore, and rough wood from Bangalore Railway Station to Bangalore Sandal Kotli during the year 1930-31 or till the date of shifting the Sandal Kotli to other building if it is earlier.

N.B. 1. The approximate quantity of wood to be carted to Sandal Oil Factory is 550 tons which may be increased or the discretion of the District Forest Officer.

2. Carting includes weighing out the sandalwood intended for despatch, counting billets and loading them into motor lorry and unloading them from the lorry at the Sandal Oil Factory.

3. In the case of Chittas, it also includes, preparation of double bags filling chittas in bags and duly stitching them afterwards.

4. All the rough sandalwood consignments received by railway from other districts must be carted to the kotli. Carting includes unloading rough wood from waggons at station, loading them into carts, unloading, weighing and stocking them in lots in the kotli. The approximate quantity would be 100 tons. Carting may be done either by motor lorry or by carts.

II. Tenders should be registered, insured and supercribed as "Tender for the carting of sandalwood from the Bangalore Sandal Koti to the Government Sandal Oil Factory, Sankey's Lodge, Bangalore, and rough wood from Bangalore Railway Station to Bangalore Koti." The tender should be accompanied by a deposit of Rs. 50 (fifty rupees) in currency notes. The rates to be quoted should be per ton of wood, separately for rough and prepared wood.

III. The Chief Conservator of Forests will be at liberty to accept or reject the lowest tender, without assigning any reason therefor.

IV. Within fifteen days from the date of intimation of the fact of approval, the successful tenderer shall furnish a security of Rs. 200 including the initial deposit in clause (2) above in the shape of Mysore Government Savings Bank Account, duly pledged in favour of the District Forest Officer, Bangalore District and execute an agreement binding himself for observing the following conditions, failing which the initial deposit will be forfeited and the contract cancelled:

Conditions.

- (a) That he will be bound during the period of contract, to provide the required number of lorry or lorries for the despatch of Sandalwood, whenever called upon. The lorry must be in good condition and the capacity of the same should not be less than 12 tons. The contractor will be allowed to make not more than six trips a day to the Sandal Oil Factory.
- (b) That in case of failure on his part to furnish the required number of carts in required time, the officer in charge of the Koti may make his own arrangements for despatch of the wood making the contractor liable to pay up the extra cost, if any, that may have to be incurred. The contract will also be liable for cancellation at the discretion of the District Forest Officer, on account of such default.
- (c) The loading and unloading business will be done so as not to give room for leakage or damage of sandalwood and that, in either case, the contractor will be liable to the department for the loss so sustained.
- (d) That all the loaded carts will leave the Koti or the Railway Station as the case may be, at the same time and move on, in one batch under the supervision of the departmental subordinates to be deputed to guard the consignment.
- (e) That the drivers of carts should not smoke either in the Koti or while the sandalwood is under transit, and that in the case of danger to the sandalwood by fire, the contractor will be liable to the department for the damages.
- (f) That his coolies and drivers of carts will submit to the disciplinary measure that may be enforced by the Koti Officer during working hours.
- (g) That for failure to fulfil all or any of the foregoing conditions, the contractor will be liable for such fine as the District Forest Officer at his discretion may levy and forfeiting of the security deposit in full or in part to Government. In the case of mere forfeiture of the security deposit amount the difference shall be made good by the contractor immediately. The contract will also be liable for cancellation at the discretion of the District Forest Officer.
- (h) No advances will be made to the contractor for this work, but the payment will be made by means of cheques on receipt of bills, from the Koti Ranger who will prepare the bill after receipt of acknowledgment from the Sandal Oil Factory in the case of good wood and after the issue of Koti receipt in the case of rough wood, subject to the rounding of his bills into annas and rupees, as laid down in G. O. No. Fl. 4683-799—G. F. 85-25-2, dated 18th February 1926.

B. N. IYENGAR,
District Forest Officer.

SAGAR FOREST DIVISION.

Abstract Notification dated 17th July 1930.

The attention of the public is invited to the sale notification dated 5th July 1930, advertised in Part VI pages 829 and 830 of the *Mysore Gazette*, dated 24th July 1930, regarding the auction sale of the right of collecting and removing Brange Seeds and leaves in this division for 1930-31.

Abstract Notification dated 17th July 1930.

Attention of the public is invited to the sale Notification of date advertised in Part VI, page 828 of the *Mysore Gazette*, dated 24th July 1930, regarding auction sale of the right of collecting and removing the Thupra leaves in Sorab Taluk for 1930-31, 1931-32, and 1932-33.